

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT AND EXTENSION OF OIL AND GAS LEASE**

**STATE OF TEXAS**

**COUNTY OF TARRANT**

**WHEREAS**, an Oil and Gas Lease covering and affecting 210.733 acres, more or less, situated in the Josiah Walker Survey, Abstract No. 1600 and the Henry Robertson Survey, Abstract No. 1798, Tarrant County, Texas, more particularly described in the Exhibit "A" attached and made a part hereto (hereinafter referred to as the "Land"), dated April 1, 2007, was executed by NORTEX MINERALS NO. 2, L.P., a Texas limited partnership, whose mailing address is 13600 Heritage Parkway, Suite 250, Fort Worth, Texas, 76177 ("Lessor") in favor of ASPECT ABUNDANT SHALE, L.P. ("Aspect"), a Memorandum of Oil and Gas Lease of which is recorded as Document Number D207171939, Official Public Records, Tarrant County, Texas (hereinafter referred to as "Subject Lease"); and

**WHEREAS**, by that certain Assignment and Bill of Sale recorded as Document Number D208346713, WILLIAMS PRODUCTION-GULF COAST COMPANY, L.P., a Delaware limited partnership, whose address is One Williams Center, Tulsa, Oklahoma 74172, ("Lessee") is the successor of interest to Aspect in the Subject Lease; and

**WHEREAS**, the Subject Lease was granted for a primary term of two (2) years and would expire and terminate on April 1, 2009; and

**WHEREAS**, Lessor and Lessee desire to amend the Subject Lease to extend the primary term of the Subject Lease for an additional one (1) year;

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NORTEX MINERALS NO. 2, L.P., as Lessor, and WILLIAMS PRODUCTION-GULF COAST COMPANY, L.P., as Lessee, do hereby agree to amend, modify, reform and extend the Subject Lease as follows:

**I.**

The primary term of the Subject Lease shall be and is hereby amended, modified and reformed to provide for a primary term of three (3) years; it being the express intention of the parties that the Subject Lease be extended for an additional one (1) year, to the same extent and effect as though the Subject Lease had been granted in the first instance for a

primary term of three (3) years.

II.

Subparagraphs (a), (b), (c), (d), (e), and (f) of Paragraph 4 of the Subject Lease are hereby deleted and eliminated in their entirety and the following is inserted in lieu thereof and in complete substitution therefor:

4. **ROYALTY PAYMENT.** Royalties on gas, and other substances produced from the Land shall be paid by Lessee to Lessor as follows:

- i) Twenty-five percent (25%) of all condensate, other liquid hydrocarbons produced from the Land and other substances produced from the Land pursuant to this Lease, to be delivered at Lessor's option at the wellhead or to Lessor's credit at the purchaser's transportation facilities on the Lease, all free of all costs and expenses less a proportionate part of ad valorem taxes, producer, sales and other excise taxes.
- ii) Twenty-five percent (25%) of the amount realized from the sale of all gas (including casinghead gas) thereof to the first, non-affiliated third party purchaser free of all costs and expenses. For purposes hereof, "amount realized" is defined as the price actually received by Lessee for the sale of gas produced hereunder, provided the same is sold under a bona fide arms length contract for the sale of such product to a buyer who is not affiliated with Lessee. If such product is not sold under such a bona fide arms length contract, then the value of such product shall not be less than one hundred percent (100%) of the gross proceeds received by Lessee or any of its Affiliates from the first non-affiliated purchaser of the gas. Lessor shall be entitled to Lessor's fractional royalty share of all condensate, distillate, natural gasoline and all other liquefiable hydrocarbons extracted by or for Lessee from gas produced from the Land, by any method.
- iii) Lessee agrees to bear 100% of all costs and expenses incurred in rendering such production marketable and delivering the same into the purchaser's pipeline for immediate transportation to an end user or storage facility less a proportionate part of ad valorem taxes, producer, sales and other excise taxes.

III.

Subparagraph (d) of Paragraph 6. of the Subject Lease is hereby deleted and eliminated in its entirety and the following new Subparagraph (d) is inserted in lieu thereof and in complete substitution therefore:

"As used in this Lease, the term 'horizontal well' means a well that meets the definition of a 'horizontal drainhole well' under Statewide Rule 86 of the Railroad Commission of Texas, and a 'vertical well' is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a 'Retained Tract'. The size of a Retained Tract for a vertical well and/or a horizontal well shall not exceed the minimum acreage amount in order to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction including, without limitation,

the corresponding additional acreage assignment authorized for horizontal well drilling and proration units set forth in the tables in Texas Railroad Commission Rule 86 (For Fields with a Density Rule of 40 Acres or Less). If this Lease as to any part of the Land is maintained by operations on or production from a pooled unit, that part of the Land that is included in the unit will qualify as a Retained Tract.

#### IV.

Paragraph 7 of the Subject Lease is hereby deleted and eliminated in its entirety and the following new Paragraph 7 is inserted in lieu thereof and in complete substitution therefore:

Lessee shall have the right but not the obligation to pool all or any part of the Land or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Land, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any government authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate government authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Lessee may not amend any unit without the prior written approval of Lessor which shall not be unreasonably withheld. In the absence of production in paying quantities from a unit, or upon permanent

cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests. In the event a portion or portions of the Land are pooled so as to form a pooled unit or units, operations on, completion of a well upon, or production from the unit or units will not maintain this lease in force as to that portion of the Land not included in the unit or units.

Lessor herein acknowledges that the Subject Lease, as amended and extended, is now and remains in full force and effect and shall remain in full force and effect in accordance with its original terms and provisions except as expressly amended and extended herein, Lessor does hereby amend and extend the Subject Lease and does hereby grant, lease and let the Lease in favor of Lessee, in accordance with the terms and provisions of the Subject Lease, as amended and extended herein.

This instrument may be executed in as many counterparts as may be deemed necessary, and when so executed, each counterpart shall have the same effect as if all parties had executed the same document. Should any one or more of the parties named below fail to execute this instrument, it nevertheless shall be binding upon all such parties who do execute it.

The provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

**IN WITNESS HEREOF**, this instrument is executed as of the date of the acknowledgements below, but is to be effective as of the effective date of the Subject Lease, April 1, 2007.

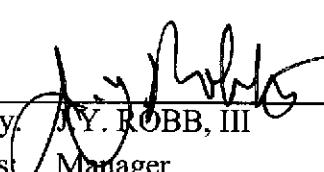
**LESSOR:**

NORTEX MINERALS NO. 2, L.P., 

By: Nortex GP, L.L.C.

Its: General Partner

By: J.Y. ROBB, III  
Its: Manager

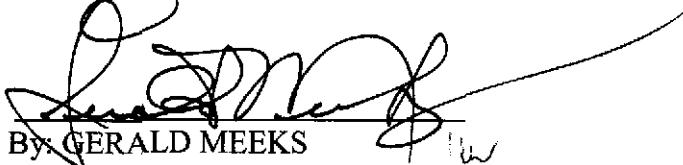


**LESSEE:**

WILLIAMS PRODUCTION-GULF COAST COMPANY, L.P.

By: Williams Production Company, L.L.C.

Its: General Partner



By: GERALD MEEKS

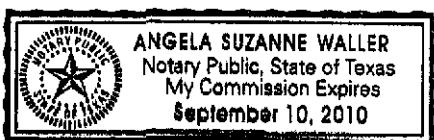
Its: Attorney-in-Fact

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF TARRANT**

This instrument was acknowledged before me, a Notary Public in and for the State of Texas, on March 13, 2009, by J.Y. Robb, III, Manager of Nortex GP, L.L.C., General Partner of NORTEX MINERALS NO. 2, L.P., in said capacity on behalf of said limited partnership.



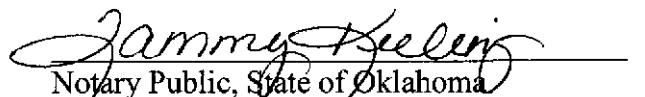
Angela Suzanne Waller  
Notary Public, State of Texas

**ACKNOWLEDGEMENT**

**STATE OF OKLAHOMA**

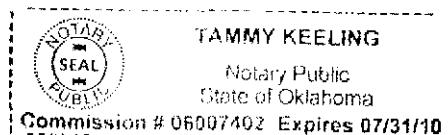
**COUNTY OF TULSA**

This instrument was acknowledged before me, a Notary Public in and for the State of Oklahoma, on March 12, 2009, by Gerald Meeks, Attorney In-Fact of Williams Production Company, L.L.C., General Partner of WILLIAMS PRODUCTION-GULF COAST COMPANY, L.P., in said capacity on behalf of said limited partnership.



Tammy Keeling  
Notary Public, State of Oklahoma

247244v3



**EXHIBIT A**  
**Attached to and made a part of the**  
**Amendment and Extension of Oil Gas Lease**  
**from Nortex Minerals No. 2, I,P, to**  
**Williams Production-Gulf Coast Company, LP,**  
**dated April 1, 2007**

**PROPERTY DESCRIPTION:**

Being 210.733 acres of land, more or less, in the Josiah Walker Survey, Abstract No. 1600 and the Henry Robertson Survey, Abstract No. 1798, Tarrant County, Texas, and being the same lands described in that certain Warranty Deed dated January 24, 2001, from Charles R. Lasater, et al, as Grantors, to Hillwood RLD, L.P., as Grantee and being recorded in Volume 14700, Page 409, Official Public Records of Tarrant County, Texas.



WILLIAMS PRODUCTION GULF COAST CO LP  
P O BOX 3102

TULSA                   OK   74101

Submitter: WILLIAMS PRODUCTION GULF COAST CO LP

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

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Filed For Registration: 04/06/2009 12:35 PM

Instrument #: D209090793

A                   7 PGS                   \$36.00

By: \_\_\_\_\_



**D209090793**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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